

**Amendment One  
to the  
Amended & Restated Interlocal Cooperation Agreement  
for Design, Implementation, Operation and Maintenance  
of the Regional Fare Coordination System**

This Amendment One (hereinafter "Amendment") to the Amended and Restated Interlocal Cooperation Agreement for Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System ("Interlocal Agreement") is entered into this 24<sup>TH</sup> day of ~~SEPTEMBER~~, 2009, by the Snohomish County Public Transportation Benefit Area ("Community Transit"), the Kitsap County Public Transportation Benefit Area ("Kitsap Transit"), the Central Puget Sound Regional Transit Authority ("Sound Transit"), the State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("Washington State Ferries"), the Pierce County Public Transportation Benefit Area ("Pierce Transit"), the City of Everett ("Everett") and King County ("King County"), individually referred to as an "Agency" and collectively known as "the Agencies" in this Amendment.

WHEREAS, on April 14, 2009, the Agencies entered into the Interlocal Agreement to restate, amend and supplement the provisions of their initial 2003 agreement that established the respective roles and responsibilities of the Agencies in the design, implementation, operation and maintenance of the RFC System and in the administration of the RFC Contract with the Contractor and joint consultant contracts; and

WHEREAS, pursuant to their 2003 agreement and Section 5.0 of the Interlocal Agreement, the Agencies have established a Joint Board that, among other powers and duties, is authorized pursuant to Section 5.4.15, to amend the exhibits to the Interlocal Agreement. and

WHEREAS, Exhibit B -1 provides a Contract Administration Plan for the Development Phase that, among other things, authorizes the Contract Administrator to approve change orders and amendments to the RFCS Contract without Joint Board action, subject to certain limits and conditions; and

WHEREAS, the Agencies desire to amend Exhibit B -1 Section D sub "c" to allow the Contract Administrator to continue approving RFCS Contract change orders and amendments with certain conditions and restrictions by increasing the cumulative cap from \$250,000 to \$450,000.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Interlocal Agreement, the sufficiency of which is hereby acknowledged, each Agency hereby agrees to amend the Interlocal Agreement as follows:

**Section One:** Exhibit B -1 of the Interlocal Agreement, entitled "Contract Administration Plan - Development Phase," is hereby amended by revising Section D subsection "c" to read:

c. does not, when added to all Change Orders and Amendments approved through this delegated authority, exceed a total of \$450,000 in added contract costs

**Section Two:** All other provisions of the Interlocal Agreement not referenced in this Amendment shall remain in effect.

IN WITNESS WHEREOF, authorized representatives of the Agencies have signed their names in the spaces provided below.

**Central Puget Sound Regional Transit Authority**

By: Jean M. Earl  
Its: CEO  
Date: 9-22-09

**City of Everett**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**King County**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Kitsap County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Pierce County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Snohomish County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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**Central Puget Sound Regional Transit Authority**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**City of Everett**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**King County**

By: Tim Leonard  
Its: GM  
Date: 2/17/09

**Kitsap County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Pierce County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Snohomish County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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**Central Puget Sound Regional Transit Authority**

**City of Everett**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**King County**

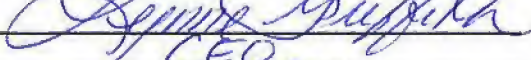
**Kitsap County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Pierce County Public Transportation Benefit Area**

**Snohomish County Public Transportation Benefit Area**

By:   
Its: CEO  
Date: 9/22/09

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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**Central Puget Sound Regional Transit Authority**

**City of Everett**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**King County**

**Kitsap County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

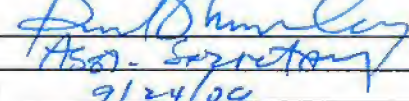
**Pierce County Public Transportation Benefit Area**

**Snohomish County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")**

By:   
Its: ASST. Secretary  
Date: 9/24/09

c. does not, when added to all Change Orders and Amendments approved through this delegated authority, exceed a total of \$450,000 in added contract costs

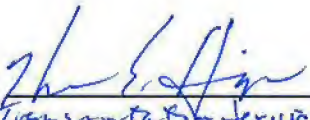
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**Central Puget Sound Regional Transit Authority**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**City of Everett**

By:   
Its: Transportation Services Director  
Date: 9-23-09

**King County**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Kitsap County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Pierce County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Snohomish County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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**Central Puget Sound Regional Transit Authority**

**City of Everett**

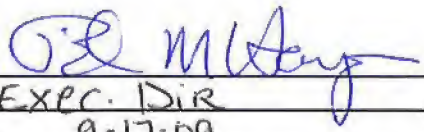
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**King County**

**Kitsap County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By:   
Its: EXEC. DIR  
Date: 9-17-09

**Pierce County Public Transportation Benefit Area**

**Snohomish County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



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By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**City of Everett**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**King County**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Kitsap County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Pierce County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Snohomish County Public Transportation Benefit Area**

By: *[Signature]*  
Its: Deputy CEO  
Date: 9/24/09

**Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_